

## SCHOOL DISTRICT - COMMUNITY RELATIONS

REVIEW 03/07

Series 900

ADOPT 04/07

Policy Title Community Use of School District Facilities & Equipment

Code No. 905.01

School district facilities and equipment will be made available to local nonprofit entities which promote cultural, educational, civic, community, or recreational activities. "Entity(ies)" will include organizations, groups and individuals and their agents. Such use will be permitted only when the use does not interfere with or disrupt the education program or a school-related activity, the use is consistent with state law, and will end no later than midnight. It is within the discretion of the board to allow for-profit entities to use school district facilities and equipment. The board reserves the right to deny use of the facilities and equipment to an entity. It is within the discretion of the superintendent to allow use of school district facilities and equipment on Sundays.

Entities that wish to use school district facilities or equipment must apply at \_\_\_\_\_. It is the responsibility of the board secretary or superintendent to determine whether the school district facility or equipment requests is available and whether the application for use meets board policy and administrative regulations. It is the responsibility of the superintendent and board secretary to provide application forms, obtain proof of insurance, and draw up the contract for use of school district facilities and equipment.

Use of school district facilities and equipment by entities will be supervised by a school district employee unless special prior arrangements are made with the superintendent. The school district employee will not accept a fee from the entity using school district facilities and equipment. If appropriate, the school district employee may be paid by the school district.

Entities that use school district buildings, or equipment, or sites must leave the building or site in the same condition it was in prior to its use. Inappropriate use of school district facilities and equipment may result in additional fees charged to, or the inability of, the entity to use school district facilities or equipment in the future.

(The school district will sponsor education related organizations' use of the ICN upon approval of the superintendent.) Sponsored ICN user's mission must be consistent with the mission of the school district. Costs associated with the use of the ICN will be passed on by the school district to the sponsored user.

Authorized users of the ICN will ensure their use of the ICN is consistent with the written mission. The ICN will not be used for profit making ventures. Authorized users may not resell time on the ICN. Entities that wish to use the school district's ICN classroom to originate, receive or broadcast programming must follow the state scheduling requirements. It is recommended that entities that wish to use the school district's ICN classroom to originate, receive, or broadcast programming, contact the school district's ICN scheduler's office to inform them of their needs.

It is the responsibility of the entities that wish to use the school district's ICN classroom to originate, receive or broadcast programming in compliance with the law regarding authorized use of and content or the programming on the ICN. The school district assumes no responsibility or liability for entities using the ICN classroom in violation of the law, the authorized user's mission or school district policy and its supporting administrative regulations. The school district reserves the right to charge all costs, including attorney fees, that may arise to the entity for the entity's failure to comply with the law or school district policy and its supporting administrative regulations.

**SCHOOL DISTRICT - COMMUNITY RELATIONS**

**Series 900**

Policy Title Community Use of School District Facilities & Equipment (Page Two) Code No. 905.01

The board may allow entities, such as the Boy and Girl Scouts and 4-H, to use the school district facilities and equipment without charge. While such entities may use the facilities and equipment without charge, they may be required to pay a custodial fee.

It is the responsibility of the superintendent to develop a fee schedule for the board's approval and to develop administrative regulations regarding this policy.

297.9-.11

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**Legal Reference:**

Iowa Code §§ 8D; 276; 278.1(4); 279.8; 288;  
(1999). (2007).  
751 I.A.C. 14.  
1982 Op. Att'y Gen. 561.  
1940 Op. Att'y Gen. 232.  
1936 Op. Att'y Gen. 196.

**Cross Reference:**

704.00 Revenue

Date of Adoption: \_\_\_\_\_ (Revised) \_\_\_\_\_

Related Administrative Rules and Regulations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Certain regulations should be observed by outside organizations desiring to use the buildings. They are as follows:

1. Alcoholic beverages will not be brought to or consumed on school grounds.
2. Smoking is prohibited in school district facilities or on school district grounds.
3. A school district employee must be present while the school district facility or equipment is being used by an entity.
4. After a school district facility, site, or equipment has been used by an entity, cleaning, including restoring the facility, site or equipment to the condition it was in prior to its use, will be done by employees assisted by a committee from the entity. The fee charged to the entity for the use of the facility, site, or equipment will include these costs. However, if excessive costs are involved in cleaning or otherwise restoring the facility, site, or equipment to the condition it was in prior to its use, the board reserves the right to charge the entity for these excessive costs.
5. Entities are required to stay within the area of the school district facility or site and use only the school district equipment authorized by the school district for use by the entity. Other school district facilities, sties, or areas in the school district building or equipment are off limits to the entity.
6. A cancellation after the facility or equipment is made ready for the entity will be charged at the full rate. Cancellations made prior to that time will be charged a minimum cancellation fee or the costs incurred to the school district in anticipation of the entity's use, whichever is greater.

(This regulation page was revised and adopted May 9, 2005)

**REVIEW 03/07**  
**ADOPT**  
**04/07**

**FEE SCHEDULE**

Local civic organizations or groups and churches (non-profit).

Multi-Purpose Room/Commons: \$ 9.00 per hour  
\$25.00 half-day  
\$42.00 full day

G-LR High School Gymnasium and Middle School Gymnasium: \$12.00 per hour  
\$35.00 half day  
\$60.00 full day

Computer Labs \$10.00 per hour

Chairs and tables rental as follows:

Multi-Purpose Room: Chairs - (200 or less) - \$17.50  
Tables - \$3.00 each

G-LR High School Gymnasium: Chairs - (200 or less) - \$17.50  
Chairs - (Over 200) - \$25.00

G-LR High School Commons: Tables and Chairs - \$4.00 per table and chair set

Kitchen rental as follows:

Rental fee: \$20.00 plus the actual cost for a food service staff member salary if it exceeds the \$20.00 fee.

A food service staff member is required to be on duty during the time the kitchen is rented.

### **ICN ROOM REGULATION**

The ICN is a statewide telecommunication network designed primarily to enhance learning opportunities for students, employees and board members. The school district recognizes that it is not the only authorized user of the ICN and other users will frequently be using the school district's ICN facilities. Sponsored and authorized users of the ICN must comply with state and federal law in using the ICN.

(      Title      ) is responsible for coordinating ICN classroom use. Requests for use of the ICN classroom by employees for the education program are filed with (      Title      ).

It is the responsibility of the entity using the ICN classroom to comply with the requirements of the law and school district policy and its supporting administrative regulations.

1. The ICN is a limited access network and sponsored or authorized users cannot use the system for profit making ventures.
2. The use must be consistent with the mission of the sponsored or authorized user.
3. Users cannot resell time on the ICN.
4. Sponsored and authorized users are responsible for compliance with the Americans with Disabilities Act and Iowa Civil rights Act. Sponsored and authorized users are responsible for making the necessary accommodations and are responsible for obtaining and paying for needed interpreters or interpretive equipment.
5. Sponsored and authorized users are required to stay within the ICN classroom and use the most direct route to the ICN classroom. Other school district facilities, sites, areas in the school district building or equipment are off limits to the authorized users. \*
6. The charge for the use of the ICN room is                     . **(The maximum hourly rate school districts can charge for use of the facilities is \$12.50 per hour. This is for use of the room, not the ICN. This cost reimburses the school district for its administrative, custodial, etc., costs for the room's usage.)**
7. The ICN will be available                     . **(The minimum hours the facility must be available is Monday through Friday, 7:00 a.m. to 10:30 p.m. and Saturday, 8:00 a.m. to 4:00 p.m.)**
8. The sponsored or authorized user is responsible for all site and site usage charges.
9. A school district employee will be present in the school district facility while the ICN is in use.  
\*
10. Food and drink are not permitted in the ICN room. \*
11. First time use of the ICN will require prior training and should be organized through the school

district ICN scheduler at \_\_\_\_\_. \*

12. Use or transmission of copyrighted material, without prior approval of the copyright holder, is strictly prohibited. Appropriate use of the copyrighted material is the responsibility of the sponsored or authorized user, not the school district. \*
13. The school district reserves the right to amend these rules as necessary to reflect the ICN's usage and changes at the state or federal level. \*
14. The school district reserves the right to charge all costs, including attorneys' fees, that may arise to the authorized user for the sponsored or authorized user's failure to comply with the law, board policy and administrative regulations. \*

\* Items with asterisk are not legal requirements but are items that should be considered when writing an ICN room usage regulation.

The following two documents are not part of the  
Board Policy Code No. 905.01

INTERNAL DOCUMENTS ONLY

Indemnity and Liability Insurance Agreement

Application Form



# George-Little Rock Community School District

## INDEMNITY AND LIABILITY INSURANCE AGREEMENT

The undersigned, hereafter referred to as "entity," states that it will hold the George-Little Rock Community School District, hereafter referred to as "school district," harmless from any and all damages and claims that may arise by reason of any negligence on the part of the entity in the use of any facilities or equipment owned by the school district. In case any action is brought therefore against the school district or any of its officers, employees or agents, the entity will assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the school district reserves the right to defend such action and to charge all costs, including attorneys' fees, to the entity.

The entity agrees to furnish and maintain during the usage of the facilities or equipment owned by the school district such bodily injury and property damage liability insurance as will protect the entity and the school district from claims or damages for personal injury, including accidental death, and from claims for property damages which may arise from the entity's use of the school district's facilities or equipment whether such operations be by the entity or by anyone directly or indirectly employed by the entity.

The entity will furnish the school district with a certificate of insurance acceptable to the school district's insurance carrier before the contract is issued.

Dated at George, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

George-Little Rock Community School District

By: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Superintendent

By: \_\_\_\_\_

Secretary

# George-Little Rock Community School District

## APPLICATION FORM

The undersigned, hereafter referred to as "entity," states that it will hold the George-Little Rock Community School District, hereafter referred to as "school district," harmless from any and all damages and claims that may arise by reason of any negligence on the part of the entity in the use of any facilities or equipment owned by the school district. In case any action is brought therefore against the school district or any of its officers, employees or agents, the entity will assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the school district reserves the right to defend such action and to charge all costs, including attorneys' fees, to the entity.

The entity agrees to furnish and maintain during the usage of the facilities or equipment owned by the school district such bodily injury and property damage liability insurance as will protect the entity and the school district from claims or damages for personal injury, including accidental death, and from claims for property damages which may arise from the entity's use of the school district's facilities or equipment whether such operations be by the entity or by anyone directly or indirectly employed by the entity.

The entity will furnish the school district with a certificate of insurance

Building/Site/Equipment: \_\_\_\_\_ Date: \_\_\_\_\_

Purpose: \_\_\_\_\_ Hours: \_\_\_\_\_

### Auditorium

Seating requirements on stage: \_\_\_\_\_

Tables required on stage: \_\_\_\_\_

Stage curtain and attendant: \_\_\_\_\_

Spotlights: \_\_\_\_\_

Microphones: \_\_\_\_\_

Podium stand: \_\_\_\_\_

Table: \_\_\_\_\_ Stand in audience: \_\_\_\_\_

Other equipment: \_\_\_\_\_

\_\_\_\_\_

Total Fee: \$ \_\_\_\_\_

### Gymnasium

Seating: \_\_\_\_\_

Scoreboard: \_\_\_\_\_

Public address system: \_\_\_\_\_

Matron: \_\_\_\_\_

Classroom: \_\_\_\_\_

ICN: \_\_\_\_\_

Computer lab: \_\_\_\_\_

Other: \_\_\_\_\_

Name of entity making application: \_\_\_\_\_

Name of person making application: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone #:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant